

MEMORANDUM FOR: *<name of COR>*

FROM: *<name of C.O.>*
Contracting Officer

SUBJECT: Delegation and Appointment Memorandum:
Instructions to the Contracting Officer's
Technical Representative

You are hereby appointed the Contracting Officer's Technical Representative (COTR) for **<Contract Number>** with **<Name of Contractor>**. You and your immediate supervisor are required to sign the last page of this memorandum and return it to this office within 7 calendar days to acknowledge your appointment as COTR and your receipt of this memorandum.

The Contracting Officer (CO) is the exclusive agent of the Government with authority to enter into and administer contracts. Thus, the CO has the responsibility to see that all requirements of law and regulation are followed. However, as the CO's representative you are delegated the authority to monitor the technical effort being performed under the contract. You should familiarize yourself with the requirements of the contract, and communicate with the Contractor as necessary to ensure the contractor is making satisfactory progress in performance of the contract. Other than the CO, you are the only Government employee who may direct the flow of technical matters between the Government and the Contractor.

A contract is a legally enforceable agreement that contains the rights and remedies of the parties. If the Contractor deviates from the terms of the contract, it is a matter between the Government (represented by the CO) and the Contractor. You must keep the CO fully informed so that legally effective solutions can be applied to problems as they develop. Your suggestions to the Contractor may be construed as instructions and lead to claims for additional compensation or to a release of the Contractor from its obligations under the contract. Suggestions sometime work out, but often lead to misunderstandings. Therefore, while you can and must make technical decisions, do not take any contract administration actions unless they are clearly authorized by this appointment.

Your responsibilities as the COTR are to:

1. Maintain an arms-length relationship with the contractor in the interest of procurement integrity as well as sound contract management.

2. Keep the CO fully informed of any technical or contractual difficulties encountered during performance. You should also advise the CO of any potential problem areas under the contract.
3. Assure the CO that the Contractor is performing the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
4. Inform the Contractor of failures to comply with the technical requirements of this contract, and inform the CO of any failures to do so, particularly if the Contractor does not make corrections.
5. Coordinate site entry for Contractor personnel, if applicable.
6. If the contractor's system(s) interconnect to the DOC network, or the contract is for services where sensitive DOC information is stored, manipulated or transmitted by the contractor, the COTR is responsible for the following:
 - a. Ensure the review by DOC IT Security Professionals of Contractor's IT Security, to include review of the Security Plan (SP) and Certification and Accreditation (C&A) Package where required by contract, to ascertain acceptability, and ensure the performance of NIST SP 800-26 based assessments for all interconnected systems and service providers.
 - b. Work with the appropriate DOC/NOAA IT Security Manager/Officer to bring about certification and accreditation of the contractor system, as required.
 - c. Ensure all interconnections are approved in writing by all affected system Authorizing Officials for the DOC/NOAA network. Approval must be supported by a DOC/NOAA provided NIST SP 800-26 Assessment demonstrating contractor's compliance with DOC and NOAA policies and procedures.
7. If the Contractor(s) have access to DOC sensitive information, the COTR is responsible for the following:
 - a. Monitor performance of contractor to ensure compliance with contract terms relating to IT security policy and procedures to include requisite annual IT security awareness training.
 - b. Assist Contracting Officer with resolution of unacceptable Contractor performance, including termination as appropriate.
 - c. Ensure that system access is deleted for all contractor employees granted access under the contract by requesting the appropriate system administrator to delete all access

rights when the contractor leaves a NOAA contract. Per DOC policy, system access rights (including e-mail) must be removed/deleted within 24 hours of a contractor employee leaving the contract with DOC.

8. Ensure that Government furnished property, if any, is available when required, and report any accountable property to the appropriate property personnel.
9. Ensure that all required items, documentation, data, and/or reports are submitted to you as required by the contract. If additional time is required by the Contractor, the Contractor should submit a formal request for a time extension to the CO through you. You should indicate your concurrence or state the reasons why you do not concur, and forward the request to the CO for action.
10. Evaluate proposals for and participate in negotiation of changes, modifications and claims at the request of the CO.
11. Review vouchers within 24 hours of receipt for cost-reimbursement type work and recommend approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure and submit to the assigned Contracting Officer immediately
12. Review and approve invoices within 24 hours of receipt for fixed-price deliverables to ensure receipt of the goods and services and immediately forward to the assigned Contracting Officer or Finance Office as appropriate.
13. Process all invoices and vouchers in a timely manner in accordance with the Prompt Payment Act.
14. Document actions taken and decisions that you have made as the COTR, and maintain adequate records to sufficiently describe the performance of your duties as COTR during the life of this contract. As a minimum, the COTR file should contain copies of the following:
 - a. COTR appointment memorandum and acknowledgment.
 - b. Contract and any modifications.
 - c. All contract correspondence.
 - d. Records of COTR inspections.
 - e. Records of conversations with the contractor.
 - f. Invoices/vouchers.
15. Provide the CO with a copy of any correspondence (including e-mail) you send to the Contractor.
16. If the contract is for construction or services and you visit the site where work is being performed, check to see that the Department of Labor and Equal Employment

Opportunity posters and applicable wage determination rates are posted in full view of employees.

17. Perform final inspection and acceptance of all work required under the contract, including the review and approval of reports and assist the CO with contract closeout activities as requested. See Commerce Acquisition Manual Part 4, Chapter 3, on Contract Closeout for specific procedures.
18. Preparing any required reports on contractor performance, such as the SF-1421 for A&E work.

In your capacity as **COTR** you **DO NOT** have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. All contractual agreements, commitments, or modifications shall be made only by the CO.
2. Make any commitments or otherwise obligate the Government, or to make any changes to the contract.
3. Grant deviations from or waive any of the terms and conditions of the contract.
4. Impose or place a demand upon the Contractor to perform any task or permit any substitution not specifically provided for in the contract.
5. Increase the dollar limit of the contract, or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds.
6. Give direction to the Contractor or to the employees of the Contractor except as provided for in the contract.
7. Change the period of performance.
8. Authorize the purchase of equipment, except as required under the contract.
9. Authorize the furnishing of Government property, except as required under the contract.
10. Authorize subcontracting or the use of consultants.
11. Approve shifts of funding between line items of the budget.
12. Approve travel and relocation expense over and above that provided for in the contract.
13. Authorize the use of overtime.

Your designation as COTR shall remain in effect through the life of the contract unless sooner revoked by the CO, and any such revocation of the designation shall be in writing. If your

designation is revoked for any reason before completion of this contract, turn your records over to the successor COTR or obtain disposition instructions from the CO. If you are reassigned or separated from service, request termination and relief from your duties from the CO sufficiently in advance of your reassignment or separation to permit timely selection and designation of a successor COTR.

If you have or may have direct or indirect financial interests which would place you in a position where there is a conflict between your private interests and the public interests of the United States, you shall immediately advise your supervisor and the CO of the conflict so that appropriate action may be taken. You shall avoid the appearance of such conflict to maintain public confidence in the Government's conduct of business with the private sector. Note Department Administrative Orders 202-735 and 202-735A which cover employee responsibilities and conduct for U. S. Department of Commerce personnel.

[AS AN INDICATION THAT YOU HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH YOUR COTR ROLE AND RESPONSIBILITIES, PLEASE COMPLETE THE NEXT PAGE OF THIS MEMORANDUM AND RETURN IT TO THE CONTRACTING OFFICER WITHIN 7 CALENDAR DAYS OF THE DATE OF THIS APPOINTMENT.]

MEMORANDUM FOR: **<Name of C.O.>**
Contracting Officer

The undersigned acknowledges the COTR appointment on **<Contract Number>** and accepts the duties, responsibilities and limitations described in the appointment memorandum.

The Contracting Officer reserves the authority to cancel COTR appointments in accordance with conditions set forth in the Department of Commerce COTR Certification Program, set forth in Part 1, Chapter 2 of the Commerce Acquisition Manual.

<Name of COTR>

Date

<Name of COTR's immediate supervisor>

Date